

Burlington CSD Burlington EA

7/1/2005 6/30/2007

AGREEMENT
BETWEEN THE
BURLINGTON EDUCATION ASSOCIATION
AND
BOARD OF DIRECTORS
BURLINGTON COMMUNITY SCHOOL DISTRICT



July 1, 2005 - June 30, 2007
1429 West Avenue
Burlington, IA 52601

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AGREEMENT

This Agreement is made and entered into by and between the Burlington Community School District and the Burlington Education Association (Association), as the exclusive representative of the professional employees of the District as identified in the Collective Bargaining Agreement.

ARTICLE ONE - RECOGNITION

A. Unit

The Board recognizes the Burlington Education Association, an affiliate of the Iowa State Education Association and the National Education Association (Geode Education Association UniServ District) as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 131) issued by the PERB on the 13th day of June, 1975.

B. Unit Description

1. Included: All classroom teachers, counselors, special education teachers, media specialists, department heads, assistant athletic directors, bilingual teachers, audio-visual director, Title I tutors, Title I teachers, coaches, extracurricular personnel (music, drama, club sponsors), and all full-time and regular part-time school nurses and any other non-administrative professional staff.

2. Excluded: Superintendent, assistant superintendent, director of business services, director of curriculum and special services, director of instruction and educational programs, director of human resources, principals, dean of students, student services facilitators, reading coordinator (K-8), supervisor of food services, supervisor of buildings and grounds, supervisor of transportation, occupational therapist, home-school liaison worker, activities directors, secretaries, central heating and plant personnel, bus drivers, custodians and custodial specialists, food service personnel, teacher associates, clerk-receptionist, parking lot supervisor, athletic equipment manager, monitors of study halls, clerk-typist, food service manager, building supervisors, library aides, Title I aides, clinic clerks, all nonprofessional staff, and all others excluded by Section 4 of the Act.

C. Definitions

1. The term "Board" as used in this Agreement shall mean the Board of Directors of the Burlington Community School District or its duly authorized representatives or agents.
2. The term "employee" as used in this Agreement shall mean all employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "employer" as used in this Agreement shall mean the Burlington Community School District or its duly authorized representatives or agents.
4. The term "Association" as used in this Agreement shall mean the Burlington Education Association or its duly authorized representatives or agents.
5. The term "day" or "days" as used in this Agreement shall mean "calendar days" unless otherwise specified.
6. The term "week" as used in this Agreement shall mean seven (7) calendar days.

ARTICLE TWO - GRIEVANCE PROCEDURE

A. Purpose. The purpose of this Article is to provide a method of prompt and equitable settlement of employee grievances. The Employer, the Association, and employees agree that these proceedings shall be as informal and confidential as may be appropriate at any level of the procedure and agree to attempt to resolve all grievances informally at the lowest possible level.

B. Definitions

1. Grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.
2. Grievant is the employee, group of employees, or the Association making the complaint. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing commencing at either Level Two or Level Three, whichever is appropriate. The Association may process such a grievance through the remaining levels of the grievance procedure.
3. Time Limits. The number of days at each level should be considered as a maximum, and every effort should be made to expedite the process. Time limits specified may, however, be extended or shortened by mutual agreement.
4. Rights of Employees to Representation
 - a. Employee and Association. Any aggrieved employee may be represented at all levels of the grievance procedure by himself/herself and, at the employee's option, by a representative of the employee's own choosing. When an employee is not represented by the Association, the Association shall have the right to have a representative present as a party in interest.
 - b. Reprisals. No reprisals of any kind shall be taken by the employer against any employee or party to a grievance by reason of such participation.
 - c. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of other employees.
 - d. Released Time. When it is necessary for a grievant or Association representative to appear at an arbitration hearing during the work day, said grievant and/or representatives shall be released without loss of compensation.
5. Level One -- Principal or Immediate Supervisor (Informal)

In the first step of the grievance procedure, a grievance must be filed within twenty (20) days for an employee or thirty (30) days for the Association after the grievant knew or should have known of the occurrence giving rise to the grievance. A grievant shall discuss the alleged grievance with his/her principal or immediate supervisor.
6. Level Two -- Principal or Immediate Supervisor (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at Level One a grievance still exists, the grievant may invoke the formal grievance procedure. The filing of the formal grievance at the Level Two must be within thirty (30) days for an employee or forty (40) days for the Association from the date of the occurrence of the event

giving rise to the grievance. The grievance form shall be available from the building principal in each building and the form shall be signed by the grievant. The grievance form is Schedule A of this Agreement. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, a grievance may be filed with the principal or immediate supervisor at the employee's base school. The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance within ten (10) days of the presentation of the formal grievance and shall furnish a copy thereof to the Association. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) day period, the grievance shall be transmitted to the Level Three within ten (10) days of disposition at Level Two.

7. Level Three -- Superintendent

The Superintendent or his/her designee shall meet with the grievant within ten (10) days of receipt of the grievance. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association. If the grievant and/or the Association is/are not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) days of receipt of said grievance, the grievant and/or the Association may submit the grievance to Level Four, Arbitration.

8. Level Four -- Arbitration

If the grievance is not resolved satisfactorily at Level Three, then there shall be available impartial binding arbitration. The Association may submit, in writing, a request to enter into arbitration on behalf of the Association and the grieving employee to the Superintendent within ten (10) days from the disposition of the grievance at Level Three. At the same time, a request shall be made to the Public Employment Relations Board to provide a panel of seven (7) arbitrators who are certified by the American Arbitration Association and the Federal Mediation & Conciliation Service. Within five (5) days of the receipt of the list, each of the two parties, the party moving first chosen by lot, will alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The arbitrator so selected shall confer with the representative of the Superintendent and the grievant and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the close of the hearings or if oral hearings have been waived, then from the date the final statements and proof on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his/her reasoning and conclusions on the issues submitted. The arbitrator's decision on a grievance may not change or amend the terms, conditions, or applications of this Agreement. The decision of the arbitrator shall be submitted to the Superintendent and the aggrieved person and shall be final and binding on all parties. The costs for services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the employer and the Association. Any other expenses incurred shall be paid by the party incurring same.

C. Miscellaneous

1. Written Decisions. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest. Decisions rendered at Level Four shall be in accordance with the procedures set forth in the section on arbitration.
2. Meetings and Hearings. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representative referred to in this Article.

ARTICLE THREE - EMPLOYEE HOURS

A. Work Day

1. The employee work day shall consist of not more than eight (8) consecutive hours which shall include a daily, uninterrupted, duty-free lunch period of at least thirty (30) minutes. Exceptions to the preceding sentence are listed in A.4., A.5., and A.6. of this Article. Employees may leave the building during their scheduled lunch period. An employee's arrival and departure time will be established by the Superintendent or his/her designee. Any administrative change in the regular schedule shall be announced at least three weeks in advance.
2. An employee may request earlier or later arrival and departure times. The employee's appropriate principal or designee shall at his/her discretion approve or deny such request.
3. On Fridays, days preceding holidays and vacations, or the day of open houses, the employee's work day shall end after student dismissal and the employee's responsibilities have been concluded.
4. Employees shall be responsible for attending not more than eight (8) faculty or other meetings per year as called by the Principal or Superintendent that extend not more than thirty (30) minutes before or after the work day. The Principal or Superintendent shall announce any such meeting at least two weeks in advance.
5. Parent-teacher conferences may be scheduled beyond the regular work day. Such conferences shall not add more than approximately three hours (exclusive of breaks) to the regular work day. If parent-teacher conferences are scheduled on a building-wide basis during other than the regular work day, employees who are required to attend such conferences shall be given time off for a period of time approximately equal to the period of time scheduled for the parent-teacher conferences. This provision shall apply only to parent-teacher conferences scheduled by the administration outside the regular work day.
6. Employees shall be responsible to attend one open house of approximately ninety (90) minutes per year beyond the regular work day.
7. On days when the students' school day is started late because of safety considerations, the beginning of the employees' work day shall be delayed by the same amount of time. On days when the students' school day ends early because of safety considerations, the employees' work day shall end when their responsibilities have ended.

B. Preparation Time

1. Preparation time is defined as that time when the employee's daily schedule is void of an assigned classroom or pupil supervision duty. This time is to be utilized by working on school related activities.
 - a. Senior High. Preparation time shall average approximately fifty-five (55) consecutive minutes daily.
 - b. Middle School. Preparation time shall average approximately forty-five (45) consecutive minutes daily.
 - c. Elementary Schools. Preparation time shall average approximately sixty (60) minutes daily, of which thirty (30) minutes daily shall be consecutive.

- d. In addition, employees shall have approximately forty-five (45) minutes before and/or after the students' regular school day to be used in preparation for classroom duties. Employees shall have no regularly assigned duties during this time; however, employees may be asked to assume duties in case of special need. Faculty or committee meetings may be scheduled during this time.
 2. In cases where substitutes are not available, employees who volunteer may be used as substitutes during their preparation time. In the absence of any volunteers, an employee may be assigned to serve as a substitute.

Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the employees in said school. Volunteers and assigned employees who substitute for persons involved in prescheduled school events shall be paid on a per diem basis per class covered.
 3. Employees who volunteer and are subsequently assigned to work an extra class period (beyond six [6] assigned periods or the equivalent), shall be additionally compensated at the rate of 7.14% of the employee's base salary per semester.
 4. Employees whose regular duties do not require teaching in a regular structured classroom setting where student contact is on a recurring basis within a building classroom shall receive, in lieu of preparation time, a break period of thirty (30) minutes per day when student contact is not required.
 5. Employees assigned to more than one attendance center shall have preparation time separate from the time needed to travel between assigned attendance centers.
- C. Exceptions to subsections A.1. and B.1. of this article may be made in emergency situations.

ARTICLE FOUR - HOLIDAYS AND VACATIONS

Holidays. Holidays during the 2005-2006 contract year are as follows:

2005-2006

September 5 – Labor Day
November 24 and 25 – Thanksgiving
December 23-30 – Winter Recess
January 16 – Martin Luther King, Jr. Day
March 17 and March 20 – Spring Break
April 14 (Good Friday) and April 17 – Break
May 29 – Memorial Day

ARTICLE SIX - EVALUATION FOR IMPROVEMENT OF INSTRUCTION

A. Guidelines

1. The evaluation procedures, instruments, and criteria of this Agreement will be utilized for the formal evaluation of all employees. No other procedures, instruments or criteria shall be utilized for the formal evaluation of employees. However, all first and second year teachers will be evaluated using the procedures, instruments, and criteria under the Teacher Quality Act.
2. All observations for the formal evaluation of an employee shall be conducted with the full knowledge of the employee.
3. An employee may be accompanied by a representative of the employee's own choosing in all conferences and meetings conducted under the provisions of this Article.
4. The formal evaluation, or Performance Review, shall be based on the Iowa Teaching Standards and Criteria. One or more criteria (see Schedule F) shall be used as goals in the Individual Career Development Plan.

B. Frequency and Duration of Formal Evaluations

1. Frequency of Formal Evaluations

- a. Employees shall be evaluated once every third year unless mutual agreement is reached to not evaluate the employee during the normal cycle. Employees may be evaluated under the provisions of this Article outside the normal evaluation cycle if any of the following apply:
 - (1) An employee's building assignment or employment classification is changed. However, if the employee's building assignment changes in two or more consecutive years due to a reduction in force, the employee shall not be re-evaluated the second or subsequent year if the employee was evaluated the immediately prior year and demonstrated satisfactory performance.
 - (2) There has been a documented deterioration in the employee's performance since the last evaluation.
 - (3) Deficiencies had been identified the previous year, suggestions for improvement have been made and documented deficiencies remain at the conclusion of the evaluation process. No employee with an overall rating of "Satisfactory" on the Performance Review Summative Form (Schedule G of this Agreement) will be evaluated more than two years consecutively under provisions of this sub-section unless by mutual agreement.
- b. Probationary employees, as defined by statute, will be evaluated each year of their probationary period. A probationary employee hired after October 1 shall be apprised of the evaluation steps (outlined in Section C below) within one (1) month of employment and shall complete the portions of the evaluation process which are possible to complete during the remainder of the year.

2. Frequency of Observations

- a. Each employee being evaluated shall have a minimum of two (2) evaluation observations, at least one of which occurs second semester. However, an employee and evaluator may

ARTICLE FIVE - EMPLOYEE HEALTH AND SAFETY

- A. Use of Reasonable Force. An employee may, within the scope of his/her employment, and within the parameter established by the Board of Educational Examiners, use and apply such amount of force as is reasonable and necessary for the purpose of self-defense.
- B. Safety. The Board shall make reasonable provisions for the safety and health of its employees during the hours of employment.
- C. First Aid. Standard first aid equipment shall be maintained in all buildings. Each building shall have properly trained personnel on call to give first aid treatment.
- D. Bloodborne Pathogens. All employees identified in the Bloodborne Exposure Plan shall be provided both initial and annual training in universal precautions to eliminate or minimize occupational exposure to bloodborne pathogens during their regular workday.

agree to do only one (1) formal observation which may be scheduled at a mutually agreed upon time after October 1 and before April 15 of the school year.

- b. Employees new to the Burlington Community School District shall have a minimum of four (4) evaluation observations during their first year of employment, at least two of which shall occur second semester.
- c. At least ten (10) school days shall elapse after any post-observation conference to allow for implementation of suggested changes before another evaluation observation shall occur, unless otherwise agreed.
- d. No more than fifteen (15) evaluation observations shall be conducted per school year.

3. Duration of Evaluation Observations

Each evaluation observation session shall be not less than thirty (30) minutes or more than seventy-five (75) minutes in duration, except by mutual agreement.

C. Evaluation Steps

- 1. Prior to October 1 of each year, each employee to be evaluated shall be notified in writing. The evaluator will discuss the evaluation procedures and instruments of this Agreement and will provide copies of evaluation instruments. No subsequent steps of this evaluation procedure will take place until this orientation has occurred.
- 2. Prior to or after the first classroom observation, the employee and evaluator(s) will mutually establish goals and objectives based on the Iowa Teaching Standards and Criteria (Schedule F of this Agreement). The employee will have first opportunity to express the employee's proposed goals or objectives. If mutual agreement cannot be reached in establishing certain goals or objectives, the evaluator(s) may, after discussing the reasons for their inclusion, include goals that if not corrected would result in an overall rating of "Unsatisfactory" on the Performance Review Summative Form (Schedule G of this Agreement). The employee may also establish goals which the employee believes to be appropriate without agreement of the evaluator(s). These goals and objectives should be specific and observable. The established goals or objectives may be changed or deleted at any time through mutual agreement.
- 3. At least one (1) school day prior to a formal evaluation observation, the employee being evaluated will complete the Evaluation Pre-observation Data Sheet (Schedule E of this Agreement) and/or discuss the items listed on that sheet with the evaluator(s).
- 4. The employee will have a conference with the evaluator within seven (7) school days of each observation. This timeline may be extended through mutual agreement. The evaluator and employee will discuss what each feels are the employee's strengths, area(s) for possible improvement, and the employee's progress toward the established goals or objectives. These conferences shall also provide an opportunity to resolve areas of misunderstanding or disagreement before the summative evaluation is written on the Performance Review Summative Form. If the evaluator has observed deficiencies, the evaluator and employee will discuss a variety of means and/or methods through which performance may be improved to a "Satisfactory" level. Suggestions developed from this discussion will be documented. No employee will receive an overall rating of "Unsatisfactory" on the Performance Review Summative Form, or be placed on Intensive Assistance, if documented suggestions for improvement have not been offered.
- 5. Prior to May 15, a concluding conference will be held between the employee and the evaluator(s) at which time:

- a. The evaluator(s) will indicate on the Performance Review Summative Form whether the overall performance of the employee has been "Satisfactory" or "Unsatisfactory."
 - b. The employee and evaluator(s) may mutually write a summative evaluation statement which may include areas of strength, areas of weakness and recommendations for improvement, and areas of professional growth. If the employee and the evaluator(s) cannot mutually agree upon a summative evaluation statement, each may write a separate summative statement which may include these areas and other relevant information.
 - c. Both the evaluator(s) and the employee will sign the Performance Review Summative Form and any summative statements. The signatures only indicate awareness of the content and will not be interpreted to mean agreement with the content unless otherwise stated.
6. The employee and evaluator(s) have the right to submit written responses to the Performance Review Summative Form and any attached responses. These written responses shall be signed by the employee and evaluator(s) to indicate awareness and will be attached to all copies of the Performance Review Summative Form. The signature(s) only indicate awareness of the content and will not be interpreted to mean agreement with the content unless otherwise stated.
 7. The Performance Review Summative Form, Individual Career Development Plan Form (ICDP), Performance Review Report Form (ICDP), Annual Update (ICDP), and any attached written responses will become part of the employee's personnel file. The employee will be provided a copy of any additional evaluation material placed in the employee's personnel file.

D. Grievances

Nonprobationary employees, as defined by statute, and third year probationary employees if allowed by statute, may file a grievance alleging that a formal evaluation or an informal classroom observation which is written up for inclusion in the employee's official personnel file is inaccurate or unjust. Nonprobationary and probationary employees may file a grievance alleging that a formal evaluation was not conducted in accordance with the procedures of this Article. However, the District shall not be obligated to process any evaluation grievance after service of a notice and recommendation to terminate the employee's contract pursuant to Chapter 279 of the Code of Iowa.

E. Personnel Files

1. An administrator shall not share the administrator's personal notes regarding an employee with any other person unless the administrator also provides a copy to the employee within five days of sharing the document, except when the law prohibits sharing the document with the employee. A copy of any document prepared by the District reflecting an investigation into allegations against an employee and of any disciplinary document (such as a reprimand or suspension) to be included in the employee's official personnel file shall also be given to the employee within five days of placing the document in the personnel file. The employee shall be asked to sign and date the copy. The employee's signature indicates only the employee's awareness of the document. A conference concerning the document shall be held if either the employee or the administrator requests a conference. The employee may file a written response to be included in the official personnel file.
2. Employees shall have the opportunity to review their personnel files with the exception of confidential letters of recommendation and confidential college or university credentials. Such review shall be conducted during ordinary business hours and at a time when the employee is not required to be on duty. The employee shall have the right to reproduce any of the reviewable contents of his/her personnel file.

ARTICLE SEVEN - REASSIGNMENT/REALIGNMENT/TRANSFER

No distinction is made between self-contained and departmentalized classrooms.

A. Definitions

1. Reassignment. The assignment of an employee from his/her current position to another position according to the provisions of Section B. of this Article.
2. Realignment. The assignment of an employee to a different position according to the provisions of Section C. of this Article.
3. Voluntary Transfer. Movement of an employee to a posted vacancy upon the employee's request according to the provisions of Section D. of this Article.
4. Vacancy. A vacant position or vacancy exists for purposes of posting after the following and in this order:
 - a. staff reduction and resulting reassignment (if necessary),
 - b. recall of employees according to the provisions of Article Eight, Section B., and
 - c. realignment of employees within each employment classification within each building (if appropriate according to the conditions listed in Section C. of this Article).
5. Employment Classifications. Employment classifications referenced in this Article are those found in Schedule H.

B. Reassignment

1. Reassignment occurs when staff reduction occurs and/or it is necessary to align existing staff with available positions. The District may reassign employees after building realignment and prior to Bid Day to ensure that employees with greater district seniority and limited certifications/endorsements/approvals are assigned positions. The District may reassign employees after Bid Day; however, employees will not be reassigned to positions unclaimed through realignment or voluntary transfer/ Bid Day unless the District has made persistent efforts to hire qualified individuals to fill those positions.
2. Reassignments shall be made with the consent of the employee where possible. When consent is not achieved, the least senior employee in the classification within the building shall be reassigned. If this reassignment creates an open position, it shall be filled by the most senior person in the classification within the building desiring the position. If no employee realigns voluntarily to the resulting open position, the employee whose position is eliminated shall be realigned to the final open position.
3. In instances where more than one employee is being reassigned to positions for which more than one employee is certified, endorsed, and/or approved, employees will select available positions based on seniority.
4. The employee shall be notified in writing of the reassignment and the reasons for such.
5. The District shall reassign the fewest number of employees mathematically possible in each situation where reassignment is necessary.

6. Except in cases of reduction in force, employees who have been reassigned shall not be reassigned the following year except by mutual agreement if they have demonstrated satisfactory performance and the position they hold is necessary in the district program needs for the succeeding year.

C. Realignment

1. Prior to Bid Day and according to the conditions listed below, administrators will provide employees in each employment classification in each building with the opportunity to realign with positions which will be necessary for the following year. In such realignment, if more than one employee within the employment classification within each building desires the same position, the employee properly certified, endorsed, and/or approved by the State of Iowa with the greatest district-wide seniority will be realigned to the position.

Teachers may participate in realignment in any classification(s) in which they have teaching responsibilities.

Positions unclaimed by such realignment will be posted according to the provisions of this Article.

2. Conditions for Realignment

- a. If no employee in an employment classification within a building is having his/her current position eliminated and no new positions are being created in that employment classification within that building, there is no realignment.
- b. If the number of positions in an employment classification within a building is equal to the number of employees in that employment classification within that building but is not aligned, realignment shall occur.
- c. If the number of positions is greater than the number of employees within an employment classification within a building, realignment shall occur.

3. Building Realignment Process

Positions vacated by realigned employees will be available for further realignment under these same conditions.

4. Building Closings.

When, due to building closings, the staffs of two or more buildings are merged into a single building, the merged staff shall be viewed as a single new staff in a new building and shall be aligned within that building based solely upon district seniority. All positions in the new building shall be considered new positions and shall be aligned starting with the position claimed by the most senior employee within a given classification. In the event a position or positions remain vacant after alignment, and there are persons not aligned, the District may reassign the least senior person who holds the proper certification to the vacant position(s).

D. Voluntary Transfer

1. Bid Day Procedures

- a. A Bid Day will be conducted prior to the conclusion of the last day of school. This will occur after any staff reductions and resulting reassignments and after any building realignments. All vacancies known at the time of Bid Day will be available

on Bid Day. Vacancies that result from individuals successfully bidding on available positions during Bid Day will subsequently be available for bid on Bid Day. The District may fill vacancies unclaimed at the conclusion of Bid Day by hiring new employees. Vacancies that were not available for Bid Day will be available through the normal posting and bidding procedure described in Section D. 2. a.

- b. At least two weeks in advance of Bid Day the District will notify all bargaining unit staff of the date, time, and location of Bid Day and will distribute the following information:
 - (1) all vacancies known to be available for Bid Day;
 - (2) the certifications, endorsements, and approval codes for all bargaining unit members;
 - (3) information explaining licensing requirements for positions.
- c. The list of vacancies will be updated as necessary prior to Bid Day. All bidding shall be done in person at the Bid Day except in cases of emergency (along with written proxy). Individuals who bid successfully on a position may subsequently bid on additional positions. Vacancies known before Bid Day will be made available first, then vacancies created by individuals successfully bidding on these positions will be available in the order in which they were created. The criteria for determining which of multiple bidders will claim a vacancy are those listed in D. 2. e. of this Article.

2. Posting of Vacancies After Bid Day.

- a. As vacancies occur, they will be posted for seven (7) days. Postings will include: the date of posting; certifications, endorsements, and/or approvals required; the date on which the transferee will assume his/her new duties; and the date (seven [7] days after posting) after which applications will no longer be accepted. During the school year, a copy of the postings shall be sent to each building and to the Association.
- b. During summer months the posting procedures above will be followed except that vacancies will be posted in the Administration Building. Employees who desire to receive postings during the summer may deliver six (6) self-addressed, stamped envelopes to the District. Postings will be mailed out at the same time they are posted.
- c. Any employee possessing the necessary certifications, endorsements, and/or approvals may apply in writing to the Superintendent or his/her designee for any posted vacancy. All applications properly filed shall be considered. Application shall include the vacancy for which the applicant wishes consideration and the applicant's specific qualifications for the vacancy.
- d. An employee who was:
 - (1) originally hired into the job classification of *Special Education, Counselors, or Media Specialists* and is still employed in that classification,
 - (2) is in his/her first five years of employment with the district, and
 - (3) whose first year of employment was the 1995-96 school year or later is not eligible to transfer out of his/her job classification.

At its option, the District may waive this restriction for some or all employees in any of these job classifications provided that such waiver:

- (1) if for only some employees, will apply to all employees in the affected classifications hired in the same or earlier years, and
 - (2) will be made known to all affected employees so they have equal opportunity to apply for vacancies.
- e. Unless the qualifications of the most senior applicant demonstrates an inability to fulfill the duties of the vacancy, the most senior applicant will be transferred.
- f. If an employee's request for a voluntary transfer is denied, the employee immediately may request an explanation of the reasons for the denial and the District shall furnish same in writing.

E. Miscellaneous

- 1. Vacancies which occur between the last day of the student school year and the following April 30th may, at the option of the District, be:
 - a. posted for not less than seven (7) days and filled by the applicant with the most district-wide seniority,
 - b. filled with the position to be assumed prior to April 30th by recalling an employee with the proper certification(s), endorsement(s), and/or approval(s). If no such employee is available for recall, the District may fill the position by hiring a new employee on a continuing contract,
 - c. held by the District for the building realignment process, or
 - d. awarded to the certificated employee who is currently employed less than one-half (1/2) time, who possesses the necessary certification(s), endorsement(s), and/or approval(s), who has the most district-wide seniority.

ARTICLE EIGHT - REDUCTION IN FORCE PROCEDURES

- A. In the event the District determines that a reduction in force is necessary, the following procedures will be followed:
1. Employees in the affected employment classification (Schedule H of this Agreement) with the least district-wide seniority will be reduced first unless their retention is necessary to maintain a program.
 2. If an employee to be reduced is certified, endorsed, and/or approved in more than one employment classification, and has more district-wide seniority than the least senior employee in any of those employment classifications, the employee will be reassigned to another employment classification, and the least senior employee in that classification shall be reduced unless his/her retention is necessary to maintain a program.
 3. In each instance, the District shall reduce the employee with the least district-wide seniority unless it can demonstrate that the qualifications of a less senior employee make retention of the less senior employee essential to continuation of a district program. The District shall have the burden of proof for any deviation from the seniority standard.
 4. The employees to be reduced will be notified by the Superintendent or his/her designee in accordance with the Code of Iowa (i.e. April 30). Copies of the notices shall be given to the Association by April 30.
- B. Recall
1. Before new employees are hired to fill vacant positions, properly certified, endorsed, and/or approved reduced employees will be recalled in order of district-wide seniority held at the time of reduction, most senior recalled first.
 2. Reduced employees will advise the Superintendent or his/her designee of their current addresses and phone numbers.
 3. Reduced employees to be recalled will be contacted by telephone, followed by a written notice by personal delivery or by certified letter, return receipt requested. The employee must indicate in writing by personal delivery or by certified mail, return receipt requested of his/her desire and availability to return to work within ten (10) days from receipt of initial notice (phone contact or letter) of recall.
 4. An employee may accept or reject recall to an inferior (in time) position without losing any recall rights to an equivalent or greater (in time) position. An employee who accepts or rejects recall to an equivalent or greater (in time) position loses further recall rights.
 5. An employee who is recalled to a position after having been reduced shall be placed on the step of the Salary/Career Increment Schedule (Schedule C) which he/she would have held the year following the one in which reduction occurred and will maintain those benefits accumulated prior to reduction. Employees do not lose or gain seniority during the period of reduction.
 6. An employee with recall rights may continue insurance benefits by timely paying premiums in accordance with continuation rights of the carrier.

7. An employee with recall rights shall have the right to secure other employment during the period of reduction.
8. Recall rights terminate if:
 - a. twenty-four (24) months, measured from the first day of the next regular work year which follows the reduction, have elapsed.
 - b. the employee fails to notify the Superintendent or his/her designee of a change of address and/or phone number until this information is updated.
 - c. the employee waives in writing his/her right to priority for recall until further notification from the employee.
 - d. the employee's certification or license lapses until certification or license is restored.
9. If an employee has complied with provisions of this Article, but the Superintendent or his/her designee is not able to contact him/her for recall, said employee relinquishes recall for the vacancy available but retains the priority right to recall for a subsequent position.
10. The District shall annually provide the Association with a current list of those who have retained recall rights provided by this Article.

ARTICLE NINE - SENIORITY

- A. The District shall prepare an initial seniority list of all employees. The initial seniority list shall be posted in the staff room of each school by January 20. Employees and the Association shall have through February 9 to notify the District of any errors with appropriate documentation. By February 15, a final seniority list shall be prepared. A copy shall be given to the Association and posted in each building.
- B. Seniority shall be determined by the number of consecutive years of full-time and/or part-time employment in a bargaining unit position under contract from the last date of hire. The seniority list will indicate the seniority earned through the current contract year. Employees laid off or on unpaid leave of absence shall not lose or accrue seniority during such periods. Employees on paid leave shall accrue seniority during paid leave. Employees hired after the start of the school year shall have their seniority prorated for that year.
- C. Employees who commenced work on the same date shall be placed on the seniority list based upon the following factors considered in order.
1. Highest degree earned.
 2. Hours earned beyond the highest degree earned.
- The highest degree earned and the hours earned beyond the highest degree shall be determined as of February 1.
- If C.1 and C.2 are equal, then the District and the Association shall break the ties through a mutually agreed upon random method prior to posting the final seniority list.
- D. The final seniority list shall include:
1. Years of service according to Section B. of this Article in the Burlington Community School District.
 2. Highest degree earned.
 3. Hours earned beyond highest degree earned.
 4. Rank number
- E. For an employee who reaches the MA+45 lane, unlimited graduate, undergraduate, and/or staff development credit (relicensure credit), earned after July 1, 2005, will be accepted for seniority purposes. Staff development credits must be earned through an agency or organization which has been authorized by the Board of Educational Examiners to provide such training.
- F. The final seniority list shall be used for all contractual matters.

ARTICLE TEN - LEAVES OF ABSENCE

A. No Deduction in Employee's Salary

1. Personal Illness or Injury. An employee shall be entitled to allowance of full salary for reason of illness or personal injury not to exceed in the aggregate of fifteen (15) days for each school year, with the unused leave cumulative to a maximum of one hundred ninety (190) days, including the current year's allowance. Summer school staff shall be entitled to an allowance of two (2) days sick leave (non-cumulative). The employer may require such reasonable evidence, as it may desire confirming the necessity of each absence. In cases involving Workers Compensation, no individual shall receive more in payment during a period of disability than his/her total current salary.
2. Adoption Leave. Up to seven (7) days of leave per year shall be granted to an employee for the adoption of a child. Such leave will be deducted from the employee's accumulated sick leave. Employees may request additional sick leave to satisfy the requirements of the adoption process.
3. Physician/Dentist Appointment. An employee who has notified the principal or immediate supervisor may be released for a routine physician or dental appointment during time when the employee does not have assigned classroom or pupil supervision duty. If the appointment is during time of assigned classroom or pupil supervision, then personal leave must be used in hourly increments.

An employee who needs required medical or dental care during a period of assignment or supervision may secure the services of another employee to voluntarily assume his/her duties during such absence. An employee who makes such an arrangement, after having notified his or her immediate supervisor, shall have no deduction made from his/her leave, and an employee who assumes the duties of another in such cases shall not receive compensation from the District for such work.

4. Illness in Family. Up to five (5) days of leave per year shall be granted in the event of a serious illness of an employee's father, mother, brother, sister, child, foster parent, step parent, foster child, step child, husband, wife, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, daughter-in-law, son-in-law, or grandchild and may be granted in the case of any other member of the immediate household. ("Serious illness" does not mean medical attention of a physician.)

The birth of a child can be considered illness in the family insofar as the father is concerned. Therefore, this leave provision can be used by the father for the actual birth and/or if there are pregnancy complications.

5. Death in Family. Up to five (5) days of leave shall be granted at any one time for a maximum of ten (10) days per year in the event of the death of an employee's father, mother, brother, sister, child, foster parent, step parent, foster child, step child, husband, wife, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, daughter-in-law, son-in-law, or grandchild and may be granted in the case of any other member of the immediate household.
6. Funeral. To attend a funeral of one other than the family, a maximum up to one (1) day's leave per year will be granted with full pay. If this absence is to be more than a day, it must be recommended by the principal and approved by the Superintendent and full deduction will be made. Application for permission to attend the funeral shall be made in advance to the building principal or his/her designee. Where possible, time off to attend such a funeral shall

be minimized to the extent necessary to attend the funeral and services. This leave may be used in hourly increments at the employee's discretion.

7. Emergency. Each employee may be granted two (2) days of emergency leave per year (non-cumulative) with pay, over and above those days included in item A.11 of this Article. Said leave to be upon the recommendation of the building principal and with the approval of the Superintendent of Schools or his/her designee. Emergency leave will not be approved because of inclement weather, if the schools are open and operating.
8. Professional Meeting Attendance. Employees may be excused from their assigned duties without loss of pay to participate in professionally related activities subject to the advance approval of the administration and with substitutes provided by the employer in the following instances:
 - a. When they are members of an official committee of the State Department of Education or the North Central Association of Secondary and Elementary Schools.
 - b. When they are representatives of the school district at any other professional meeting or conference.
 - c. Application for permission to attend such meetings should be made in writing, approved by the employee's principal or supervisor at least two (2) weeks before the meeting.
9. Community Service. Employees who are chosen or who volunteer to serve on community organizations may be granted paid leave to fulfill such organizational obligations when necessary.
10. Association Business. Association officers or representatives shall be entitled to released time equivalent to twenty-five (25) eight-hour work days for the purpose of transacting official Association business. Notice of such a leave request must be given in writing to the Superintendent or his/her designee in advance and the Association will pay the cost of the substitute. The administration retains the right, however, to deny the request or requests for Association leave if such absence creates undue hardship on the educational program.
11. Personal Leave. Employees covered by this Agreement shall be authorized two (2) days of personal leave during each school year with pay. Upon notification to the principal or immediate supervisor by noon of the preceding day one personal day may be used in accordance with this agreement. Additionally, one personal day may be used each year without prior notice given.
 - a. Personal leave shall not be granted the first or the last work day in a school year.
 - b. Personal leave may not be taken the day prior to or following any vacation, holiday, or recess period except by authorization of the Superintendent or designee. An official conference day placed immediately before or after a vacation, holiday, or recess period will be considered a part of that vacation, holiday or recess period if employees are not required to be on the job because conferences have been scheduled at other times. For all other purposes, such days are not considered vacations, holidays, or recess periods but are recognized as compensatory time. Personal leave may not be taken the day prior to or after a severe weather make-up day used as a non-school day. (This includes taking off a Friday before a Monday make-up day used as a vacation day or taking a Monday after a Friday make-up day used as a vacation day.)

- c. Employees may carry over two unused personal days to the following year. At no time shall the accumulated days exceed four in any given school year.
12. Other Leave. The Board, at its discretion, may grant other paid leaves as requested by employees.

B. Partial Deduction in Employee's Salary

Jury and Legal. Leave for jury duty, appearances in any judicial or administrative proceeding wherein the employee is not a party, except where his/her involvement is district-employment-related or when required to testify in any litigation matter involving employees of the Burlington Community School District, shall be granted to employees of the school district with full salary during such absence, less any fees paid the employee for such services.

C. Full Deduction in Employee's Salary

1. Leaves

- a. Extended Childbirth. A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed one (1) year.
- b. Family Illness. A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. The Board of Education may require a statement from a medical doctor confirming the need for this request.
- c. Improvement of Health. A leave of absence without pay for up to one (1) year shall be granted to any employee, upon application, for the purpose of the improvement of the health of that employee. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and shall retain all unused fringe benefits. The Board of Education may require a statement from a medical doctor confirming the need for this request.
- d. Outside Teaching. A leave of absence without pay shall be granted for up to two (2) years for an employee who joins VISTA or the National Teacher Corps or who serves as a teacher in any domestic or overseas program or institution. Upon return from such leave, an employee shall be placed at the same position on the Salary/Career Increment Schedule as he/she would have had if he/she taught in the system during such period.
- e. Educational Improvement and Travel. A leave of absence without pay for up to one (1) year shall be granted to any employee, upon application, for the purpose of engaging in study at an accredited college or university or travel reasonably related to professional responsibilities.
- f. Public Office. A leave of absence without pay not to exceed six (6) years shall be granted to any employee, upon application, for the purpose of serving in a public office. Extensions of equivalent time may be granted if the employee is reelected or reappointed to the office.
- g. Association Office. A leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an elected officer of the state or national association.

- h. Other Leave. The Board, at its discretion, may grant other unpaid leaves requested by employees.

2. Returning From Unpaid Leaves

- a. Employees on leaves specified in Section C.1. of this Article which extend through the end of the school year will be asked to inform the District of whether and/or when they intend to return to active employment status prior to March 1.
- b. Those whose positions have been held by a substitute teacher in their absence will return to that position. If that position becomes part of building realignment, the employee will be eligible to participate.
- c. Those whose positions have been assumed by employees under continuing contract will be eligible to participate in building realignment if realignment is occurring under the conditions described in Article Seven, Section C. 2. c. If the returning employee is not eligible to participate in realignment, she/he will assume a position for the following year by participating in the transfer/ Bid Day process, or she/he may be reassigned prior to Bid Day or after Bid Day according to the provisions of ARTICLE SEVEN: REALIGNMENT/REASSIGNMENT/TRANSFER Section B.1. of this Agreement.

ARTICLE ELEVEN - COMPENSATION

A. Salary Schedule/Career Increment Schedule

1. Professional certificated personnel will be placed on the appropriate step of the Salary Schedule/Career Increment Schedule, Schedule C, established by this Agreement. Any employee hired prior to the start of the second semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. ("Hired" means the date the employee starts to work.)
2. Credit for Experience. Credit up to the maximum step of any salary level on the Salary Schedule/Career Increment Schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment.

B. Advance on Salary Schedule/Career Increment Schedule

1. Increments. Employees on the Salary Schedule/Career Increment Schedule shall be granted one (1) increment or vertical step on the Salary Schedule/Career Increment Schedule for each year of service until the maximum for their education classification is reached. A year of service consists of employment in the Burlington District for one (1) semester or more in one (1) school year. Vertical advancement on the Salary Schedule/Career Increment Schedule shall be only at the beginning of a school year.
2. Part-time Employees
 - a. Part-time employees (those working a fractional part of a total daily teaching load) will advance one year vertically on the Salary Schedule/Career Increment Schedule for each year of part-time service providing the number of consecutive days of work is equal to or greater than one semester.
 - b. It is understood that a part-time employee's total compensation for any particular year is determined as a fraction of the total teaching load.
3. Increase for Reason of Additional Training
 - a. Employees who anticipate a horizontal lane change on the Salary/Career Increment Schedule, Schedule C, are requested to notify the Office of the Superintendent of such intent by January 15th of the preceding year. In order to qualify for a change in salary classification, credit earned beyond the BA degree may be at the graduate level, or may include up to fifteen (15) undergraduate hours, or staff development credits (relicensure credits), of which five (5) approved hours or credits may be earned prior to July 1, 2005. Credits earned beyond the MA degree may also be at the graduate level, or may include up to fifteen (15) undergraduate hours, or staff development credits (relicensure credits), of which six (6) approved hours or credits may be earned prior to July 1, 2005.

Staff development credits may be earned through AEA, ISEA, SAI, or any other agency or organization which has been authorized by the Board of Educational Examiners to provide such training, or through approved LEA staff development courses.

Teachers who earn credit in the manner described will submit an official transcript of such credit, or an official document verifying such credit, to the office of the Superintendent of Schools by September 1 to be effective for the first semester or by February 1 to be effective for the second semester.

- b. Educational Lanes. Employees on the Salary Schedule/Career Increment Schedule who move from one educational lane to another shall move to the higher lane and advance no more than one step vertically on the Salary Schedule/Career Increment Schedule. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional educational credit, according to the procedure set forth in Section B. 3. a. of this Article.
- c. Movement from the BA+15 lane to the BA+30 lane shall be based upon no less than 15 additional credits earned after July 1, 1988. Course work commenced prior to July 1, 1988, but which has not been completed prior to that date shall be counted when the credits for that course work have been officially earned.

C. Method of Payment

- 1. Pay Periods. Each employee shall be paid in twelve (12) equal installments on the 25th day of each month, commencing in September. Employees shall receive their checks at their regular building on regular school days. If pay days fall on weekends or holidays, employees will be paid on the last preceding working day.

Employees with extra duty contracts will be paid in twelve (12) equal installments unless they prearrange one of the following options with the District:

- a. a single lump sum payment at the conclusion of the extra duty if it is 48 days or less in length.
 - b. two equal lump sum payments, the first paid half way through the activity, the balance at the conclusion, if the activity is greater than 48 days.
- 2. New Employees. Employees who are new in the teaching profession shall receive fifty percent (50 %) of their September salary after the completion of the first fifteen (15) work days of employment. The balance of the contracted salary shall then be prorated over the remaining pay periods.
 - 3. Summer Checks. Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee.
 - 4. Final Checks. Certain employees will receive higher IPERS benefits if they receive all of their last year's salary prior to July 1 of the year in which they retire. Other employees' benefits may be reduced by the same arrangement. The IPERS office can provide specific information for each individual.

Employees in their last year of employment shall receive their July and August checks prior to July 1 by making a written request no later than May 1 to the Superintendent or his/her designee. To qualify, an employee must be eligible for IPERS benefits and must have submitted his/her resignation to the District.

D. Supplemental Assignments

- 1. Supplemental assignments will be filled at the discretion of the Superintendent of Schools or his/her designee by mutual agreement with the employee after posting in accordance with Section D. 1. of Article Seven: Reassignment/Realignment/Transfer.

The school district has the right to employ a person to fill such assignment, either from within or outside the district. The administration shall have the right to remove an employee from any supplemental assignment position.

An employee who is employed by the school district in a supplemental assignment and who thereafter continues in the district's employment in such assignment shall be relieved from such assignment upon his/her written request within one year of such request.

2. Employees filling supplemental assignment positions will be compensated in accordance with the Supplemental Pay Schedule, Schedule D, of this Agreement.
3. Any newly created or substantially revised supplemental assignments shall be compensated at a rate equal to the rate for similar assignments.

E. Extracurricular Duty Assignments

1. Assignments will be made equitably among all employees who volunteer to work these activities or events; however, the administration retains the right to make specific assignments.
2. Employees shall be compensated at the rate of \$9.00 per hour worked.
3. This section shall not apply to duties performed pursuant to Supplemental Assignments (Section D. of this Article).

F. Work Year

Employees working on extended contracts shall be compensated at their established per diem rate of 1/187th of Schedule C.

When an employee agrees to assigned responsibilities that are performed outside of the regular work year, and the employee is not on an extended contract, the employee may elect to receive per diem pay for a maximum of five (5) days in lieu of taking compensatory time during the regular 187 day work year.

ARTICLE TWELVE - INSURANCE

- A. Eligibility. It is understood that only those employees who are under continuing contract and who are employed half-time or more (excluding supplemental and extra-duty assignments) are eligible for district contributions toward the cost of premiums for insurance benefits as described in Sections D. through L.
- B. Duration of Insurance Coverage. Except as otherwise stipulated in this Agreement, an employee is eligible for monthly school district contributions as provided in this Article as long as the teacher is employed by the District. Upon termination of employment at the end of a contract year, all school district coverage shall cease on August 31.
- C. Effective Date for New Employees. Employees new to the district shall be covered by the school district insurance program as soon after employment as the terms of the respective policies permit, which shall be no later than the first day of employment service to the district.
- D. Medical Insurance. All employees who work half-time or more will receive \$476.76 single per month, \$845 two person per month or \$1,275 family per month to be applied toward the District's 125 Flex Benefit Plan. Married couples who are both employed by the district may receive the district's dollar contribution toward family, or two person or the equivalent of two single amounts as stated above.
1. Each employee eligible for medical insurance will receive \$504, paid in 12 equal installments, which may be used for deductibles and co-insurance. The \$504 is in addition to the above stated amounts.
 2. Those married couples who were employed by the district for the 1998-99 school year and continue to be employed shall receive an additional \$100.00 per month in lieu of duplicate coverage. This provision is not subject to future negotiations nor is it available to any other employees.
- E. Group Life. One hundred percent (100%) of the premiums will be paid by the employer for fifty thousand dollars (\$50,000) of term life insurance, providing the employee is under contract and works half-time or more. Coverage terminates at age seventy (70). (Bankers Life or the equivalent.) Employees may, at their own expense, purchase up to an additional fifty thousand dollar (\$50,000) term life coverage upon approval of the insurance carrier. Premium payments are as to agreed between the employee and the district.
- F. Dental. Single coverage premiums are paid in full by the employer. Those employees purchasing dependent coverage shall pay the monthly premium.
- G. Long-Term Disability. One hundred percent (100%) of the premium will be paid by the employer for LTD (Long-Term Disability). The plan will have a monthly income benefit of 90% of covered monthly compensation to a maximum benefit of five thousand six hundred dollars (\$5,600) less any payments from Social Security.
- H. Workers Compensation. All employees are covered by Workers' Compensation for any work-related illness or injury contacted while on the job. Coverage and benefits will be in accordance with the State of Iowa Workers' Compensation Laws.
- I. Non-Owned Auto. The employer, through Employers Mutual Casualty Company, Policy 4E00113, or the equivalent, provides protection for each employee using his/her automobile on employer's business, for One Hundred Thousand Dollars (\$100,000) each person, Five Hundred Thousand Dollars (\$500,000) each occurrence for bodily injury, and One Hundred Thousand Dollars (\$100,000) for

property damage each occurrence. The above amounts are in addition to the required amounts of one hundred thousand dollars/three hundred thousand dollars/twenty-five thousand dollars (\$100,000/\$300,000/\$25,000) which must be carried by the employee.

- J. The Board shall have the right at any time to procure the insurance referred to in the foregoing sections from other reputable insurance companies provided that such insurance coverage will be comparable to the insurance coverage in effect at the time of this Agreement. The Board will provide a description of such coverage to the Association. If a change in carrier is being considered, the Association will be asked for recommendations and information, but any change and selection of insurance carrier remains the prerogative of the Board.
- K. The Board shall provide each new employee with a description of the insurance coverage provided within ten (10) days of the time he/she is hired. The description shall include a description of conditions and limits of coverage. Continuing employees will receive such information within ten (10) days any time the coverage or carrier changes, but may obtain the same information at any time by requesting it from the Superintendent or his/her designee.
- L. Flexible Benefit Plan (125 Plan). Each employee eligible for medical insurance may contribute to the District's Flexible Benefit Plan. The district will pay for the administration of the Flexible Benefit Plan. The plan may be used for the payment of noncovered medical and dental costs including deductibles, co-insurance, charges that exceed UCR, insurance premium for family dental, additional expense for other health insurance plans, prescription glasses, contacts, child care expenses, and all other allowable expenses according to IRS rules.
- M. Health Care Plan Claims Processing, Review, and Appeal Procedure. See Appendix One.
- N. General Liability. Each employee of the Burlington Community School District shall be covered by the district's general liability policy with additional coverage under the district's umbrella policy. Details of this coverage are available from the district secretary.
- O. Medical Examinations. The District will pay up to one hundred dollars (\$100.00) per exam for employees who are contracted for less than half-time and not eligible for health insurance coverage. The District will not be obligated to pay for more than one physical per eligible employee for every three years. Employees covered by a district-offered plan which provides payment for a yearly physical shall use this physical to satisfy the requirement for the district-required physical every third year. Employees who select an alternative plan which does not include a paid physical shall be responsible for the payment of their required school physical costs.
- P. Payment of Medical Insurance Premiums for Employees on Leave. The agreement dated 12/12/94 regarding the payment of medical insurance premiums for certificated employees on short-term board approved unpaid medical leaves, for certificated employees on board approved one-year unpaid leave for medical reasons, and for the COBRA medical insurance for certificated employees on Long Term Disability is hereby incorporated through reference.
- Q. When a husband and wife have both been covered by this Agreement and both elect early retirement, each may then purchase a single health and major medical policy (and appropriate dental and life insurance) through the District until each reaches age 65.

ARTICLE THIRTEEN - DUES DEDUCTION

- A. Authorization. Any employee who is a member of the Burlington Education Association, or who has applied for membership, may sign and deliver, to the business office, an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule B.
- B. Regular Deduction. Pursuant to a deduction authorization filed by September 6, the Board shall deduct one-tenth (1/10) of the total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.
- C. Prorated Deduction. Employees who begin dues deduction after September shall have the total dues prorated on the basis of the remaining months of employment through June.
- D. Duration. Such authorization shall continue in effect from year to year unless revoked, in writing, by a thirty (30) day notice to the Board and to the Association.
- E. Transmission of Dues. The Board shall transmit, to the Association, the total monthly deduction for professional dues within fifteen (15) school days following each regular period, and a listing of the employees for whom deduction was made.
- F. Hold Harmless. The Association agrees to indemnify and hold harmless the Board, each Board member, and all administrators against any and all claims, losses, expenses, and costs arising out of, directly or indirectly, the application of the provisions in the agreement between the parties for dues deductions.

ARTICLE FOURTEEN - MENTORING

Employees serving as mentors under the teacher compensation law shall be paid \$500 per semester. In the event a new mentor is assigned to a mentee, the remainder of the compensation will be divided according to contract days (served) by the former and new mentor.

ARTICLE FIFTEEN - CONCLUDING CLAUSES

- A. Printing Agreement. Copies of this Agreement shall be printed at the expense of both the Board and the Association after agreement on a mutually agreed to format as soon as possible. The cost shall be shared equally.

The Agreement shall be presented to all employees now or hereafter employed, and the Board shall provide the Association with seventy-five (75) copies.

- B. Notices. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by the Association, to the Board at : 1429 West Avenue.

2. If by the Board, to the President of the Association.

- C. Duration. This agreement shall be effective as of July 1, 2005, and will continue in effect until midnight June 30, 2007.

Articles open for the 2006-2007 school year shall be limited to ARTICLE SIX, EVALUATION FOR IMPROVEMENT OF INSTRUCTION; ARTICLE TWELVE, INSURANCE, Section D: Medical Insurance; and Schedule C.

- D. Signature Clause. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and chief negotiators, and their signatures placed thereon, all on the 10th day of August, 2005.

Burlington Education Association

by Dawn D Schulte
President

by Ladon Worley
Chief Negotiator

Burlington Community School District

by [Signature]
President

by Mike Book
Chief Negotiator

SCHEDULE A

BURLINGTON COMMUNITY SCHOOL DISTRICT
BURLINGTON EDUCATION ASSOCIATION

GRIEVANCE FORM

Building

Name of Aggrieved

Distribution

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent or Designee
5. Arbitrator

LEVEL I (Informal)

Date conference held with appropriate supervisor: _____

LEVEL II

A. Date violation or alleged violation occurred: _____

B. Section of contract policy violated: _____

C. Name(s) of affected employees: _____

D. Statement of grievance: _____

E. Relief Sought: _____

Date

Signature (Grievant)

F. Disposition by Immediate Supervisor: _____

Date

Signature (Immediate Supervisor)

LEVEL III

(See Level II for statement of grievance and statement of relief sought if this is an Association grievance being filed beginning at Level III)

- A. _____
(Name of Aggrieved) _____ Date Received by Superintendent
or Designee _____
- B. Date meeting held with aggrieved: _____
- C. Disposition by Superintendent or Designee: _____

- _____
Date _____ Signature (Superintendent or
Designee) _____

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LEVEL IV

- A. _____
(Name of Aggrieved) _____ Signature of Association President _____
- B. _____
Date Submitted to Arbitration _____ Date received by Arbitrator _____
- C. Disposition and award of Arbitrator: _____

- _____
Date of Decision _____ Signature (Arbitrator) _____

SCHEDULE B

Payroll Deduction for Professional Dues (BEA, NEA, ISEA) (Sample)

I, _____, hereby authorize the Burlington Community School District to deduct the total sum of \$ _____ for professional dues in ten (10) equal installments, starting September 25, 20____. I also authorize any increase in total amount of dues for future years. It is my understanding that this authorization can be revoked by me at any time, providing I give the Business Office thirty (30) days notice, in writing, of my intentions. However, this authorization stays in force until such revocation.

(Date)

(Signature)

This form must be returned to the Business Office on or before _____.

Payroll Deduction for Professional Dues (Late Enrollment) (BEA, NEA, ISEA) (Sample)

I, _____, hereby authorize the Burlington Community School District to deduct the total sum of \$ _____ for professional dues in _____ () equal installments, starting _____. It is my understanding that this authorization can be revoked by me at any time, providing I give the Business Office thirty (30) days notice, in writing, of my intentions. Furthermore, I understand that this schedule of deductions is for the current school year only. This form will automatically authorize the regular ten (10) month deduction schedule for the following years, unless revoked by me. I also authorize any increase in total amount of dues for future years.

(Date)

(Signature)

This form must be returned to the Business Office on or before the fifth (5th) of the month in order to have the deduction made the twenty-fifth (25th) of the month.

FOR EMPLOYER USE ONLY Do Not Fill Out

Date Started

Amount

Changes

Date

Amount

Date

Amount

Date

Amount

Years	RN	BA	BA15	BA30	MA	MA15	MA30	MA45	EdD/PhD	Years
	0.8142	1.00	1.05	1.10	1.15	1.20	1.25	1.30	1.35	
1	\$19,349	\$23,764	\$24,952	\$26,140	\$27,329	\$28,517	\$29,705	\$30,893	\$32,081	1
	0.8642	1.05	1.10	1.15	1.20	1.25	1.30	1.35	1.40	
2	\$20,537	\$24,952	\$26,140	\$27,329	\$28,517	\$29,705	\$30,893	\$32,081	\$33,270	2
	0.9142	1.10	1.15	1.20	1.25	1.30	1.35	1.40	1.45	
3	\$21,725	\$26,140	\$27,329	\$28,517	\$29,705	\$30,893	\$32,081	\$33,270	\$34,458	3
	0.9642	1.15	1.20	1.25	1.30	1.35	1.40	1.45	1.50	
4	\$22,913	\$27,329	\$28,517	\$29,705	\$30,893	\$32,081	\$33,270	\$34,458	\$35,646	4
	1.0142	1.20	1.25	1.30	1.35	1.40	1.45	1.50	1.55	
5	\$24,101	\$28,517	\$29,705	\$30,893	\$32,081	\$33,270	\$34,458	\$35,646	\$36,834	5
	1.0642	1.25	1.30	1.35	1.40	1.45	1.50	1.55	1.60	
6	\$25,290	\$29,705	\$30,893	\$32,081	\$33,270	\$34,458	\$35,646	\$36,834	\$38,022	6
	1.1142	1.30	1.35	1.40	1.45	1.50	1.55	1.60	1.65	
7	\$26,478	\$30,893	\$32,081	\$33,270	\$34,458	\$35,646	\$36,834	\$38,022	\$39,211	7
	1.1642	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	
8	\$27,666	\$32,081	\$33,270	\$34,458	\$35,646	\$36,834	\$38,022	\$39,211	\$40,399	8
	1.2142	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.75	
9	\$28,854	\$33,270	\$34,458	\$35,646	\$36,834	\$38,022	\$39,211	\$40,399	\$41,587	9
	1.2642	1.45	1.50	1.55	1.60	1.65	1.70	1.75	1.80	
10	\$30,042	\$34,458	\$35,646	\$36,834	\$38,022	\$39,211	\$40,399	\$41,587	\$42,775	10
	1.3142	1.50	1.55	1.60	1.65	1.70	1.75	1.80	1.85	
11	\$31,231	\$35,646	\$36,834	\$38,022	\$39,211	\$40,399	\$41,587	\$42,775	\$43,963	11
	Career Increment									
	1.3142	1.500	1.550	1.65	1.70	1.75	1.80	1.85	1.90	
12	\$31,231	\$35,646	\$36,834	\$39,211	\$40,399	\$41,587	\$42,775	\$43,963	\$45,152	12
	1.3392	1.525	1.575	1.70	1.75	1.80	1.85	1.90	1.95	
13	\$31,825	\$36,240	\$37,428	\$40,399	\$41,587	\$42,775	\$43,963	\$45,152	\$46,340	13
	Career Increment									
	1.3392	1.525	1.575	1.700	1.80	1.85	1.90	1.95	2.00	
14	\$31,825	\$36,240	\$37,428	\$40,399	\$42,775	\$43,963	\$45,152	\$46,340	\$47,528	14
	Career Increment									
	1.3642	1.550	1.600	1.725	1.800	1.85	1.95	2.00	2.05	
15	\$32,419	\$36,834	\$38,022	\$40,993	\$42,775	\$43,963	\$46,340	\$47,528	\$48,716	15
	Career Increment									
	1.3642	1.550	1.600	1.725	1.825	1.875	1.950	2.000	2.10	
16	\$32,419	\$36,834	\$38,022	\$40,993	\$43,369	\$44,558	\$46,340	\$47,528	\$49,904	16
	Career Increment									
	1.3892	1.575	1.625	1.750	1.825	1.875	1.975	2.025	2.100	
17	\$33,013	\$37,428	\$38,617	\$41,587	\$43,369	\$44,558	\$46,934	\$48,122	\$49,904	17
	1.3892	1.575	1.625	1.750	1.850	1.900	1.975	2.025	2.125	
18	\$33,013	\$37,428	\$38,617	\$41,587	\$43,963	\$45,152	\$46,934	\$48,122	\$50,499	18
	1.4142	1.600	1.650	1.775	1.850	1.900	2.000	2.050	2.125	
19	\$33,607	\$38,022	\$39,211	\$42,181	\$43,963	\$45,152	\$47,528	\$48,716	\$50,499	19
	1.4142	1.600	1.650	1.775	1.875	1.925	2.000	2.050	2.150	
20	\$33,607	\$38,022	\$39,211	\$42,181	\$44,558	\$45,746	\$47,528	\$48,716	\$51,093	20
	1.4192	1.605	1.655	1.800	1.875	1.925	2.025	2.075	2.150	
21	\$33,726	\$38,141	\$39,329	\$42,775	\$44,558	\$45,746	\$48,122	\$49,310	\$51,093	21
	1.4192	1.605	1.655	1.800	1.900	1.950	2.025	2.075	2.175	
22	\$33,726	\$38,141	\$39,329	\$42,775	\$45,152	\$46,340	\$48,122	\$49,310	\$51,687	22
				1.805	1.900	1.950	2.050	2.100	2.175	
23				\$42,894	\$45,152	\$46,340	\$48,716	\$49,904	\$51,687	23
				1.805	1.905	1.955	2.050	2.100	2.200	
24				\$42,894	\$45,270	\$46,459	\$48,716	\$49,904	\$52,281	24
					1.905	1.955	2.055	2.105	2.200	
25					\$45,270	\$46,459	\$48,835	\$50,023	\$52,281	25
							2.055	2.105	2.205	
26							\$48,835	\$50,023	\$52,400	26
									2.205	
27									\$52,400	27

B.A. Base= \$23,764.00

SCHEDULE D
SUPPLEMENTAL PAY

It is not implied nor is it inferred by this schedule of extra-duty pay that the positions listed herein are mandated by the Agreement, nor is it implied or inferred that the Board is required to employ the services of a person for each position hereby listed in the schedule.

High School

Academic Decathlon Sponsor	2.0
TSA Sponsor	2.0
Art Club Sponsor	2.0
Audio Visual Coordinator	3.0
Cheerleader Sponsor (Fall)	7.0
Cheerleader Sponsor (Winter)	7.0
Class Sponsor	2.0
Class Sponsor (Senior)	4.0
Concert Band	7.0
DECA Sponsor	6.0
Detention Sponsor	6.0
Drama Coach	7.0
Ecology Club Sponsor	2.0
Flag Corps	2.5
Foreign Language Club Sponsor	2.0
Forensics Coach	10.0
Assistant Forensics Coach	4.0
Future Homemakers of America Sponsor	2.0
HERO Sponsor	6.0
Hi-Stepper Sponsor	2.5
Marching Band	4.0
Minority Scholars Sponsor	2.0
Mock Trial	2.0
National Honor Society Sponsor	2.0
Office Education Sponsor	6.0
Jr. Office Education Sponsor	2.0
Orchestra	6.0
Pathfinder Sponsor	6.0
P & G Sponsor	6.0
Renaissance Sponsor	1.0
S.A.D.D. Sponsor	2.0
Science Club Sponsor	2.0
Student Council Sponsor	6.0
Summer Drivers Education	Min. \$20/hour
Varsity Club Sponsor	5.0
Assistant Varsity Club Sponsor	2.5
Vocal Music	10.0

Department Heads

FTE Supervised Certificated Employees

1 or less than 4	2.0
4 or less than 8	3.0
8 or more	4.0

High School
Athletic Position

(Max. of 8
Steps)
% Base

% Step

Football (Head)	16.0	1.0
Football (Asst.)	9.0	.5
Soph. Football (Head)	9.0	.5
Soph. Football (Asst.)	8.5	.5
Frosh. Football (Head)	9.0	.5
Frosh. Football (Asst.)	8.0	.5
Basketball (Head)	16.0	1.0
Basketball (Assistant)	9.0	.5
Soph. Basketball	9.0	.5
Frosh. Basketball	9.0	.5
Trainer	14.0	.75
Wrestling (Head)	12.0	.75
Wrestling (Asst.)	8.0	.5
Track (Head)	12.0	.75
Track (Asst.)	8.0	.5
Swimming (Head)	12.0	.75
Swimming (Asst.)	8.0	.5
Softball (Head)	12.0	.75
Softball (Asst.)	8.0	.5
Baseball (Head)	12.0	.75
Baseball (Asst.)	8.0	.5
Baseball/Softball Asst.	8.0	.5
Tennis (Head)	8.0	.5
Tennis (Asst.)	6.0	.5
Volleyball (Head)	12.0	.75
Volleyball (Asst.)	8.0	.5
Golf	8.0	.5
Cross Country	8.0	.5
Soccer (Head)	12.0	.75
Soccer (Asst.)	8.0	.5

Middle School
Athletic Position

(Max. of 8
Steps)

% Base

% Step

Football (Head)	6.0	.5
Football (Asst.)	5.0	.5
Basketball (8th)	6.0	.5
Basketball (7th)	6.0	.5
Track (Head)	6.0	.5
Track (Asst.)	5.0	.5
Wrestling (8th)	6.0	.5
Wrestling (7th)	6.0	.5
Volleyball (Head)	6.0	.5
Volleyball (Asst.)	5.0	.5
Special Olympics	6.0	.5

Position

TSA Sponsor	2.0
Instrumental Music	4.0
JMTV	8.0
Newspaper Sponsor	4.0
Vocal Music	4.0
Children's Choir	4.0

Intramurals

Senior High School	2.5
Middle School	1.5

All references to percents are percentages to be figured on the BA base.

In the event an activity is discontinued by the Board for lack of participants, unavailability of certified coaches, or loss of facilities, the employee assigned by the activity will be paid for services rendered in the activity, while the activity was actually in progress, on a prorated basis.

SCHEDULE E
EVALUATION PRE-OBSERVATION DATA SHEET

(This is a working document to be:

1. completed by the employee, or
2. discussed between the employee and evaluator

at least one working day prior to each formal evaluation observation. This document does not become part of the permanent record.)

1. Describe any general background information you believe would be beneficial for the evaluator's understanding of what he/she will observe in this class. This may include information concerning the nature of the course, students, etc.

2. Briefly describe where this lesson falls in the instructional sequence (what happened before, what will happen after) and the general objectives of this lesson.

3. Describe the teaching methods and learning activities which may be observed.

4. Describe formal and/or informal methods of assessing student learning which may be utilized.

5. Which standards and criteria will this lesson address?

SCHEDULE F
IOWA TEACHING STANDARDS AND CRITERIA

The formal evaluation, or Performance Review, shall be based on the following Iowa Standards and Criteria. One (1) or more of the criteria shall be used as goals when developing the Individual Career Development Plan. The goals shall be mutually agreed upon whenever possible. However, consistent with Article Six, C.2 of this Agreement, the employee and/or evaluator may include specific goals without the consent of the other party. It is not contemplated that each criteria shall be rated, nor evidence for each required.

1. STANDARD: Demonstrates ability to enhance academic performance and support for implementation of the school district's student achievement goals.

The Teacher:

- a. Provides evidence of student learning to students, families and staff.
- b. Implements strategies supporting student, building, and district goals.
- c. Uses student performance data as a guide for decision making.
- d. Accepts and demonstrates responsibility for creating a classroom culture that supports the learning of every student.
- e. Creates an environment of mutual respect, rapport, and fairness.
- f. Participates in and contributes to a school culture that focuses on improved student learning.
- g. Communicates with students, families, colleagues, and communities effectively and accurately.

2. STANDARD: Demonstrates competence in content knowledge appropriate to the teaching position.

The Teacher:

- a. Understands and uses key concepts, underlying themes, relationships, and different perspectives related to the content area.
- b. Uses knowledge of student development to make learning experiences in the content area meaningful and accessible for every student.
- c. Relates ideas and information within and across content areas.
- d. Understands and uses instructional strategies that are appropriate to the content area.

3. STANDARD: Demonstrates competence in planning and preparing for instruction.

The Teacher:

- a. Uses student achievement data, local standards, and the district curriculum in planning for instruction.
- b. Sets and communicates high expectations for social, behavioral, and academic success of all students.
- c. Uses student's developmental needs, backgrounds, and interests in planning for instruction.
- d. Selects strategies to engage all students in learning.
- e. Uses available resources including technologies, in the development and sequencing of instruction.

4. STANDARD: Uses strategies to deliver instruction that meets the multiple learning needs of students.

The Teacher:

- a. Aligns classroom instruction with local standards and district curriculum.
- b. Uses research-based instructional strategies that address the full range of cognitive levels.
- c. Demonstrates flexibility and responsiveness in adjusting instruction to meet student needs.
- d. Engages students in varied experiences that meet diverse needs and promote social, emotional, and academic growth.
- e. Connects students' prior knowledge, life experiences, and interests in the instructional process.
- f. Uses available resources, including technologies, in the delivery of instruction.

5. STANDARD: Uses a variety of methods to monitor student learning.

The Teacher:

- a. Aligns classroom assessment with instruction.
- b. Communicates assessment criteria and standards to all students and parents.
- c. Understands and uses the results of multiple assessments to guide planning and instruction.
- d. Guides students in goal setting and assessing their own learning.
- e. Provides substantive, timely and constructive feedback to students and parents.
- f. Works with other staff and building and district leadership in analysis of student progress.

6. STANDARD: Demonstrates competence in classroom management.

The Teacher:

- a. Creates a learning community that encourages positive social interaction, active engagement, and self-regulation for every student.
- b. Establishes, communicates, models, and maintains standards of responsible student behavior.
- c. Develops and implements classroom procedures and routines that support high expectations for student learning.
- d. Uses instructional time effectively to maximize student achievement.
- e. Creates a safe and purposeful learning environment.

7. STANDARD: Engages in professional growth.

The Teacher:

- a. Demonstrates habits and skills of continuous inquiry and learning.
- b. Works collaboratively to improve professional practice and student learning.
- c. Applies research, knowledge, and skills from professional development opportunities to improve practice.
- d. Establishes and implements professional development plans based upon the teacher's needs aligned to the Iowa teaching standards and district/building student achievement goals.

8. STANDARD: Fulfills professional responsibilities established by the school district.

The Teacher:

- a. Adheres to board policies, district procedures, and contractual obligations.
- b. Demonstrates professional and ethical conduct as defined by state law and district policy.
- c. Contributes to efforts to achieve district and building goals.
- d. Demonstrates an understanding of and respect for all learners and staff.
- e. Collaborates with students, families, colleagues, and communities to enhance student learning.

Evaluation Tracking Form

Evaluators may use the following form to track the evaluation process.
This form is not to be attached to the summative evaluation form.

Date	(Evaluator) (Initials)	(Evaluatee) (Initials)	Activity
_____	_____	_____	Establishment of Goals and Objectives
_____	_____	_____	First Official formal observation
_____	_____	_____	Post observation conference
_____	_____	_____	Second official formal observation
_____	_____	_____	Post observation conference
_____	_____	_____	Third official formal observation
_____	_____	_____	Post observation conference
_____	_____	_____	Fourth official formal observation
_____	_____	_____	Post observation conference
_____	_____	_____	Performance Review Summative Conference

SCHEDULE G
PERFORMANCE REVIEW SUMMATIVE FORM

Employee Name _____ Date _____

Position _____ School _____

Evaluator Name _____

This document will become a part of the employee's permanent record. If responses are made, they will be attached.

The evaluator will indicate whether the overall performance of the employee is "Satisfactory" or "Unsatisfactory" according to the provisions of this Article.

The evaluator and evaluatee will then compose, together or individually, a summative statement which will detail the significant observations and conclusions from the evaluation process.

The overall performance of this employee is:	
_____	Satisfactory
_____	Unsatisfactory

Any response(s) to the Performance Review statement shall be attached to this form.

Employee Signature

Evaluator Signature

Signatures indicate awareness rather than agreement unless otherwise indicated.

SCHEDULE H
EMPLOYMENT CLASSIFICATIONS

1. Classroom teachers, grades K-6.
2. Elementary special area teachers, grades K-5:
 - a. Special Education
 - b. Vocal Music
 - c. Instrumental Music
 - d. Physical Education
 - e. Art
 - f. Counselors
 - g. Media Specialists
 - h. English As a Second Language (English Language Learner)
 - i. Gifted and Talented (Extended Learning Program)
3. Teachers in grades 6 through 12 within the curricular or subject areas hereinafter provided:
 - a. Language Arts/Literature
 - b. Social Studies
 - c. Mathematics
 - d. Science
 - e. Foreign Language
 - f. Family and Consumer Science
 - g. Industrial Technology
 - h. Driver's Education
 - i. Business Education
 - j. Art
 - k. Vocal Music
 - l. Instrumental Music
 - m. Physical Education
 - n. Counselors
 - o. Media Specialists
 - p. Special Education
 - q. Alternative High School
 - r. Computers (middle school)
 - s. English As a Second Language (English Language Learner)
 - t. Health
 - u. Auto Skills (middle school)
 - v. Life Skills (middle school)
 - w. Success Center (middle school)
4. School Nurses

APPENDIX ONE

Health Care Plan Claims Processing, Review and Appeal Procedure.

Those portions of the health/major medical plan provided to the employees covered by this Agreement which are not subject to the same insurance regulations, standards, oversight, and review by the Insurance Commissioner of the State of Iowa as fully insured insurance plans shall be subject to the following provisions:

1. Claim for payment of health care benefits under the Burlington Community School District Health Care Plan shall be submitted in writing to the plan administrator. The claims administrator shall not be the Burlington Community School District, or any director, officer, or employee thereof, nor shall the nature of any claim or any medical record be communicated or released to the District, its directors, officers, or employees without the written consent of the claimant and at the claimant's initiation.
2. If any additional information to process a claim is needed by the claims administrator, a request for information shall be made, within fifteen (15) days of receipt of the claim, to the person submitting the claim. Notice shall be given to the claimant that the additional information should be submitted within fifteen (15) days. If the additional information is not received within fifteen (15) days, written notice of non-receipt shall be sent to the claimant. Employees may request and receive copies of all information maintained by the plan administrator concerning processing of their claims. If it is discovered that the information requested is incorrect, employees shall have the right to submit corrected information to the plan administrator, and such corrected information shall be used to process the claim.
3. A final decision concerning a claim shall be made within forty-five (45) days of the initial receipt of the claim. If additional information is requested to process the claim, a final decision shall be made within sixty (60) days of receipt of claims.
4. If the claim is denied in whole or in part, a written notice will be provided to the claimant by the claims administrator, setting forth: (a) the reasons for denial, (b) reference to the benefit plan provisions on which denial is based, (c) a description of any additional information which may be necessary for reconsideration of the claim and an explanation of why it is necessary.
5. If, for any reason, no decision concerning the claim is issued within forty-five (45) days from the date of submission, or within fifteen (15) days after the requested additional information is submitted, the claim may be considered denied by the claimant. The claimant may await a decision or may appeal. If an appeal of the claim is desired, the following procedure may be utilized by the claimant:
 - a. Within sixty (60) days after written notice of denial or partial denial of a claim is received, the claimant or a duly authorized representative shall have a right to appeal the denial decision.
 - b. If the claimant wishes to designate a representative, request for review should be made in a separate letter and indicate the following information:

Date _____

I hereby designate _____ name _____ to represent me
in the appeal of my claim denied by the third party administrator
of the Burlington Community School District self-funded
insurance plan.

Name _____

Signature _____

Claim number _____

Date of service _____

- c. A request for review should be directed to: Iowa Foundation for Medical Care, 3737 Woodland Avenue, West Des Moines, Iowa 50265. All costs of the review and appeal process shall be paid by the Burlington Community School District.

- d. After a request for review has been submitted, the claimant or a designated representative may do any or all of the following:
 - submit issues and comments in writing within thirty (30) days after submission of the appeal;
 - furnish any additional medical records or documentation that is believed to be relevant to the claim;
 - review documents pertinent to the denial of a claim during regular business hours (8:00 a.m. to 4:30 p.m., Monday through Friday),
 - e. In the event medical records are submitted or reviewed, it will first be necessary for the personal physician to determine whether disclosure of such records would be detrimental to the claimant. Only the claimant, his/her designated representative, and Iowa Foundation personnel shall have access to medical records of the claimant.
 - f. The Iowa Foundation must make a final written decision concerning a claim within sixty (60) days after the date a request for review is received. However, if special circumstances indicate that more time is needed to properly conduct the review, the Iowa Foundation must send a notice to the claimant or his/her designated representative, advising him/her of this fact. An extension of time cannot exceed another sixty (60) days.
 - g. The review decision will specify the reasons for the decision and contain references to pertinent plan provisions on which the decision is based.
6. Claims appeals will not be processed through the Grievance Procedure, Article Two, of the Agreement between the Burlington Education Association and the Board of Education of the Burlington Community School District. If a bargaining unit employee submits such as a grievance, it shall be treated as invalid by both parties to the Agreement.